



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Native Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This was a hearing with respect to the tenant's application to cancel a Notice to End Tenancy for unpaid rent. After the application was filed the tenant amended his application to dispute a second Notice to End Tenancy. The tenant called in and participated in the hearing along with his legal advocate. The landlord did not attend the hearing although the landlord's representative was personally served with the application and Notice of Hearing on July 6, 21016 and with the amended application on July 22, 2016.

Issue(s) to be Decided

Should the 10 day Notice to End Tenancy dated June 30, 2016 be cancelled?
Should the 10 day Notice to End Tenancy dated July 19, 2016 be cancelled?

Background and Evidence

The rental unit is an apartment in the landlord's subsidized housing complex in Vancouver. The tenancy began in 2009. The tenant pays a monthly subsidized rental amount of \$375.00. The rent is paid directly to the landlord by the government ministry.

The landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent dated June 30, 2016. The Notice claimed that the tenant failed to pay rent in the amount \$1,050.00 that was due on June 1, 2016. The tenant submitted evidence to confirm that he pay a monthly subsidized rental amount of \$375.00. He provided evidence that the rental amount of \$375.00 was paid directly to the landlord for each of the months of May, June and July, 2016.

The landlord did not submit any documents in response to the tenant's application. The landlord did not attend the hearing and did not submit documents to explain why the June 30th Notice to End Tenancy was given.

The tenant received a second 10 day Notice to End Tenancy for unpaid rent dated July 19, 2016. This Notice to End Tenancy claimed that the tenant failed to pay rent in the amount of \$375.00 that was due on September 1, 2015. The tenant submitted documents that showed that the landlord received a direct payment by cheque in the amount of \$375.00 in payment of rent for September, 2015. The government document confirmed that the cheque was cashed by the landlord.

Analysis

The landlord did not attend the hearing and provided no documents to establish that the tenant has failed to pay rent. The tenant submitted proof of rent payments. Based on the tenant's testimony and his documentary evidence I find that there is no ground for the issuance of either Notice to End Tenancy. The tenant's amended application is allowed. I order that the Notices to End Tenancy dated June 30, 2016 and July 19, 2016 be and are hereby cancelled. The tenancy will continue until ended in accordance with the *Residential Tenancy Act*.

Conclusion

The tenant's application has been granted. The two Notices to End Tenancy have been cancelled.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 16, 2016

Residential Tenancy Branch